

PUBLIC SERVICE ENTERPRISES
OF PENNSYLVANIA, INC.

45 OWEN STREET, FORTY FORT, PA. 15704

64 (HH)
P-2

End. PHONE 717/251-3161

CONFIDENTIAL
DO NOT COPY

(ord)
21

January 16, 1995

Mr. Larry G. Shipp
Combined Companies, Inc.
7061 W. Commercial Blvd., Suite 5K
Tamarac, FL 33319

Dear Mr. Shipp:

Please accept this letter as confirmation that Public Service Enterprises of Pennsylvania, Inc. (PSE) will provide Combined Companies, Inc. (CCI) with eighty percent (80%) of the earned credit provided PSE on its WIS Report for 800 qualified traffic placed by CCI with PSE on its Contract Tariff No. 516; and a seven percent (7%) credit for traffic placed by CCI on PSE's Contract Tariff No. 435, as appropriate. Any supplemental discount received or claimed for CPP10 is for the account of PSE.

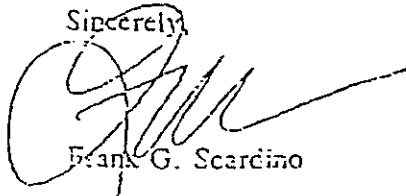
CCI estimates this initial traffic to be approximately \$4,100,000.00 monthly.

CCI's Endusers will be billed by AT&T at the prevailing AT&T Tariff 2 CSTP rates, less twenty three percent (23%) Customer Specific Term Plan (CSTP) discount, and 5.5% Revenue Volume Pricing Plan (RVPP) discount.

CCI will be paid by PSE within ten (10) days of PSE's receipt of its credits associated with Contract Tariff 516 and Contract Tariff 435 respectively.


PSE understands that CCI is not discontinuing these plans, and therefore remains responsible for any commitment associated with them. Accordingly, PSE agrees that upon 30 days written notice from CCI of a AT&T requirement that CCI meet its commitments to AT&T, PSE shall assist CCI in moving any or all of its accounts placed with PSE into any CCI plan CCI shall designate, in order for CCI to meet its commitment to AT&T.

Sincerely,


Frank G. Scardino

Accepted:

Combined Companies, Inc.


Larry G. Shipp
Its: President

AA920

2.5. PAYMENTS AND CHARGES

2.5.1. General - The charge for WATS may be a recurring and/or a non-recurring charge. The recurring charges include both fixed charges and usage sensitive charges.

2.5.2. Application of Charges - The charges billed are based on the rates that are in effect in this tariff during the period that service is furnished. If the rates for a period covered by a bill changes after the bill has been rendered, the bill will be adjusted to reflect the new charges (see Fractional Charges and Credits, page 33).

2.5.3. Payment of Charges - Payment is due upon presentation of a bill for the service furnished. WATS may be discontinued for nonpayment of a bill (see Violation of Regulations, page 44).

2.5.4. Late Payment Charges - The late payment charge applicable to intrastate services as specified in the Local Exchange Company's local exchange service tariff also applies to AT&T 800 Service and AT&T WATS.

2.5.5. Minimum Payment Period - The minimum payment period is the minimum period for which the Customer is required to make payment. The minimum payment period for WATS is one day, except as otherwise specified in Section 6. The charges applicable for that period include the recurring charge(s) plus any nonrecurring charge(s) and/or special construction charge(s) that may apply.

The minimum payment period is calculated from the date that billing started after (1) the initial installation, or (2) a reinstallation after a move or change.

2.5.6. Notice of Discontinuance - The Customer's order to discontinue WATS must be received by this Company no later than the day on which WATS is to be discontinued except as otherwise specified in Section 6. All usage incurred will be billed regardless of the Customer's requested disconnect date.

2.5.7. Extension of Term Commitments - The failure of a Customer to meet usage or revenue commitments during a term commitment shall be excused to the extent such usage or revenue shortfall is caused by strike, governmental orders, acts of war, civil commotions, insurrection, acts of God or other such circumstances beyond the Customer's control; provided that, if the condition causing the shortfall ceases, the Customer satisfies that usage or revenue shortfall during an extension of its original term commitment. For this purpose only, a Customer may extend its original term commitment for the period of time they are unable to meet the commitment under the circumstances described above for a period not to exceed one year. If, at the end of the extension period the Customer is still unable to meet its commitment, the Customer may subscribe to a new term plan with a reduced commitment level commensurate with the Customer's reduced revenue generation capability. The new term plan subscribed to under this clause must be at least the same term length as the original term plan. In order to be eligible for this provision, the inability of the Customer to meet its commitment must not have been caused by moving 800 service usage from AT&T to a non-AT&T carrier, and the Customer must notify the Company in writing within ten days of the onset of the circumstance relied upon to excuse the shortfall and request the term extension.

x Material filed under Transmittal No. 5415 is scheduled to become effective on July 20, 1993.
y Issued on not less than five days' notice under authority of Special Permission No. 93-86.

AT&T COMMUNICATIONS
Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: August 28, 1996

*LSTP moves to
CSTP w/o
penalty*

TARIFF F.C.C. NO. 2
20th Revised Page 61.5.2
Cancels 19th Revised Page 61.5.2
Effective: August 29, 1996

**3.3.1.N. AT&T 800 Term Plan-Location and Service Specific
(continued)**

3. Cancellation or Discontinuance of AT&T's 800 Term Plan-Location and Service Specific-Without Liability - The Customer may cancel or discontinue this term plan prior to the expiration of the 3 year term without liability when:

- Notice of cancellation of the term plan order is received before the last day of the current month, i.e., term plan order is received January 3, cancellation of the order notice must be received before January 31.
- The Customer orders a new AT&T 800 Term Plan from the Company with a revenue commitment equal to, or exceeding, the original commitment or subsequently moves the AT&T 800 Service traffic to another AT&T Term Plan of equal or greater value. Discontinuance of the former term plan, and initiation of the "new" term plan must be done concurrently. ↑
- The Customer replaces its existing AT&T 800 Location and Service Specific Term Plan with a new AT&T 800 Location and Service Specific Term Plan with a revenue commitment equal to or exceeding the original total AT&T 800 Location and Service Specific Term Plan commitment.
- The Customer subsequently orders VTNS from AT&T's Tariff F.C.C. No. 12.
- The Customer replaces its existing AT&T 800 Location and Service Specific Term Plan with a new AT&T 800 Location and Service Specific Term Plan II with a total revenue commitment (monthly revenue commitment times the number of months in the term) equal to or exceeding the remaining term plan revenue commitment (i.e., the sum of the remaining monthly revenue commitments) on the existing AT&T 800 Location and Service Specific Term Plan.
- The Customer replaces its existing AT&T 800 Location and Service Specific Term Plan (either alone or in combination with other AT&T 800 Service term plans) with a new AT&T combined outward calling and inward calling discount plan in a new AT&T term plan (as specified in AT&T Tariff F.C.C. No. 1) with a total revenue commitment over the term of the new plan equal to or exceeding the sum of the remaining monthly and/or annual revenue commitments on the existing AT&T 800 Service term plan(s) being canceled and replaced with the new AT&T Tariff F.C.C. No. 1 term plan. Discontinuance of the former term plan(s) and

* Existing Customers with an AT&T 800 Location and Service Specific Term Plan in effect prior to September 5, 1991 remain subject to this condition. This condition does not apply to Customers whose AT&T 800 Location and Service Specific Term Plan becomes effective after September 4, 1991, including existing AT&T 800 Location and Service Specific Term Plan Customers that renew their term plan after September 4, 1991.

** This condition applies to Customers who order an AT&T Location and Service Specific Term Plan after September 4, 1991.



Thomas Umholtz
Sales Manager
Specialized Markets Division

June 21, 1994

Room 2B55
5000 Hadley Road
South Plainfield, NJ 07080
908 668-3504
FAX: 908 668-6779

WINBACK & CONSERVE PROGRAM
55 Main Street
Little Falls, N.J. 07424

Dear Mr. Inga:

This letter is a collective response from Special Markets Division (SMD), Resale Product Management, and the Minneapolis Front End Center (MFEC) regarding your request to either restructure or retroactively start a CSTPII for May usage.

In April, 1994, you requested to restructure CSTPII #1583 for May usage. According to Ms. Lisa Hockert and Ms. Joyce Suek, from the MFEC, they advised you on May 2or3, 1994 that Location Specific Term Plan (LSTP) end-users moving to your restructured plan would incur termination liability charges. Both Lisa and Joyce state that you were informed of this during your monthly "work plan" conference call and that you told them to move forward on the restructure.

As a courtesy to you and the LSTP end-users, Ms. Deb Kibby also from the MFEC, contacted you on May 31, 1994, to advise you again of the possible tariffed termination liability. After this second reminder, you submitted a new CSTPII instead of a restructured plan. Your request for a new CSTPII (dated May 31, 1994) is within the time frame required and has been accepted for June usage. However, your additional request for a new CSTPII (submitted on 6/6/94) back-dated to April 30, 1994, was rejected. Consistent with its tariff and established procedures, AT&T will not accept commitments that are retroactive to previous billing periods.

As previously mentioned, your request was reviewed collectively by the AT&T organizations that support your business. We are confident that this past issue can be considered closed and both companies can move forward on discussions regarding contract offerings.

Sincerely,

Tom Umholtz

Tom Umholtz

cc: G. Brown
M. Block esq

M. Nascimento
L. Hockert

J. Suek
D. Kibby

*AT&T states restructured
CSTP # PLANS ARE NOT
new plans.*

No. 5201 P. 14/16

May. 28. 1996 6:30PM IND PHONE BILL CONSU

AT&T COMMUNICATIONS
Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: April 11, 1995

TARIFF F.C.C. NO. 2
7th Revised Page 61.16.1
Cancels 6th Revised Page 61.16.1
Effective: April 25, 1995

3.3.1.Q. AT&T 800 Customer Specific Term Plan II (continued)

The following conditions apply:

- The 800 CSTP II will commence on the first of the billing month following the Customer subscribing to the Term Plan.
- The Customer must subscribe to a "new Revenue Volume Pricing Plan" (see Section 3.3.1.M.). Customers ordering a CSTP II "must also order an RVPP" to cover all the same AT&T 800 Services. RVPP discounts apply after the Term Plan discounts.
- If the Customer terminates the CSTP II within the first year, the 1/2% credit must be repaid and will be added to the term plan cancellation penalty. C

AT&T COMMUNICATIONS
Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: June 13, 2001

TARIFF F.C.C. NO. 2
21st Revised Page 61.16
Cancels 20th Revised Page 61.16
Effective: June 14, 2001

3.3.1. Components and Rates (continued)

Q. AT&T 800 Customer Specific Term Plan II* - C

Customers must choose an annual net usage revenue commitment of between \$12,000 and \$33 million for each year of a three-year term commitment. Customers may also choose the CSTP II Option A as specified in Section 3.3.1.Q.7., following which provides a two-year term commitment or CSTP II Option B as specified in Section 3.3.1.Q.8., following, which provides a three-year term commitment or CSTP II Option C as specified in Section 3.3.1.Q.9., following, which provides a one-year Term commitment. A one time usage credit will be applied to the Customer's bill equal to 1/2% of the first year's annual revenue commitment.

AT&T COMMUNICATIONS
Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: March 10, 1994

TARIFF F.C.C. NO. 2
4th Revised Page 61.21.3
Cancels 3rd Revised Page 61.21.3
Effective: March 11, 1994

3.3.1.Q. AT&T 800 Customer Specific Term Plan II (continued)

8. CSTP II Option B - Is a term plan, in lieu of all other specific term plans and/or service discounts with the same terms and conditions as specified in Section 3.3.1.Q. for CSTP II with the following exceptions:

- Customers with an existing RVPP do "not" have to subscribe to a new RVPP.

Dear Ed:

MAY 24th/letter

Mr. Larry Shipp as of yesterday has informed me that AT&T account manager Andrea Anton was given a question by the legal department as follows: "Where do you want the shortfall penalty assessed, on your main bill or on all the end-users' accounts under the plans?" This question is akin to "When was the last time you beat your wife?"

Mr. Shipp has told Ms. Anton that no shortfalls are to be applied, so her most presumptuous question is of course irrelevant.

Before you go ahead and actually place these illusionary charges, where no service was ever provided on these plans I will document for the court the following facts; which you are not at this time aware of, but soon will be, so as you may make a more educated decision before delivering the final death blow.

I am aware that you must now start placing the penalty on the plans account(s) in the end of May so it shows up for your unilateral announcement that the penalty will show up on the June '96 invoice(s).

Since however you will not get to start reading the transcripts of the audio tapes before you go ahead with your decision to place the fictitious penalties I am advising you of the following.

The audio tapes clearly indicate that restructures are common at AT&T; that no penalties are assessed on restructures, no matter how many times after June 17, 1994 they are restructured.

The tapes clearly show that since April of 1994 we have not been allowed to take in end-user accounts who have a term contract on the plan, because restructures were treated as not being a new plan. As you are aware if restructures were considered a new plan we would have been able to bring in those end-users onto our plan without penalty.

Since 80% of the market place volume is on a term contract, this decision by your entire business department to preclude us from marketing to all of these customers along with several other factors has led to "theoretical shortfall." Thus we have been forced to restructure due to AT&T's own fault.

Therefore, if what the AT&T legal department says is true that restructures are new plans then what is also true is that AT&T has illegally precluded us from marketing to 80% of its customers for over two years!!

OUR CONTRACTS FURTHER OUTWARD IN TIME

You will hear on the tapes that the attorneys in the AT&T legal department are now the only ones at AT&T who believe that restructures are new plans. Your own in house counsel Mr. Charles Fash had agreed that restructures were not new plans, and that once a plan was Grandfathered it remained Grandfathered! This was earlier demonstrated when Andrea Anton worked with him in deciding that we properly restructured on time to avoid the "non service provided" penalties.

It was only after you and Mr. Whitmere had to "re-educate" Mr. Fash and Ms. Anton that their story has now changed.

The audio tapes show that the following AT&T business managers statements and practices clearly determine that restructures are not new and no penalties can be assessed: Ron Orem, Joe Fitzpatrick, Maria Nascimiento, Thomas Freeberg, Joyce Suek, Lisa Hockert, Janis Bina, Deb Kibby, Anne Johnson, Patti Van Vickie, Tom Umholtz, and Greg Brown.

Even the AT&T legal department itself never made the ridiculous argument in over a year before the courts that a grandfather pre-June 17, 1994 plan that restructured somehow becomes un-grandfathered until AT&T's 2nd brief to the Court of Appeals, on May 1, 1996.

The tapes also make it clear that I had a valid reason to invoke Section 2.5.7 Extension of Term Commitment, due to circumstances beyond the customer's control. Even if AT&T rejected the restructuring argument, AT&T could not place penalties on these plans because I placed all of these plans under 2.5.7 on June 5, 1995, and was never denied. AT&T in all of its brief also never denied that 2.5.7 would not apply. The tapes also reveal that all the accounts on a plan can be moved without the plans' liabilities moving also.

Now that you will be shortly receiving knowledge of how your entire business operations have been run, I would expect that you at least postponed your decision to inflict penalties until after you listen to all of the tapes of your people.

To mistakenly place non-service provided penalties on either our main bill or on the thousands of innocent end-users without carefully weighing all the facts will not, in our opinion, be looked upon by the court too favorably.

It would be quite absurd for AT&T who has demanded that they have the transcripts of these tapes to now proceed with fictitious non-service provided penalties without carefully reviewing all the tapes.

The tapes will show that AT&T has made misrepresentations to us, Judge Politan, The Appeals Court, and the FCC.

The messages that I left on your voice mail regarding the tapes were not meant to intimidate you, they were an accurate portrayal of devastating material which makes AT&T look like it has misrepresented itself to the Federal Court, The Appeals Court and the FCC.

The tapes also show that the accounts could easily be distinguished if accounts were moved then had to be moved back. Your "scrambled egg theory" comment to Judge Politan was but another misrepresentation.

The tapes clearly show that 2 years ago I knew that these plans could not go into shortfall. Thus the alleged statement that I was going to seek Bankruptcy Protection because of shortfall makes absolutely no sense!! The fact is I never made such a statement. It was just an AT&T ploy to try to establish that some type of fraud was being perpetuated.

The tapes clearly show that ATN, a fellow aggregator, was waived of all their shortfall charges on their CT 1849. Former AT&T Account manager Joseph Fitzpatrick with 29 years at AT&T inexplicably was able to help Gary Carpenter have all of the shortfall penalties waived.

ORIGINAL FILED

MAR 20 1995

WILLIAM T. WALSH, CLERK

EW8888

PITNEY, HARDIN, KIPP & SZUCH

(MAIL TO) P.O. BOX 1945, MORRISTOWN, N.J. 07962-1945

(DELIVERY TO) 200 CAMPUS DRIVE, FLORHAM PARK, N.J. 07932-0950

(201) 966-6300

ATTORNEYS FOR Defendant AT&T CORP.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

COMBINED COMPANIES, INC.,
a Florida corporation,

AND

WINBACK & CONSERVE PROGRAM,
INC., ONE STOP FINANCIAL, INC.,
GROUP DISCOUNTS, INC.,
800 DISCOUNTS, INC. and
New Jersey corporations,

AND

PUBLIC SERVICE ENTERPRISES
OF PENNSYLVANIA, INC.,
a Pennsylvania corporation,

Plaintiffs,

v.

AT&T CORP.,
a New York corporation,

Defendant.

CIVIL ACTION NO.
95-908 (NHP)

CERTIFICATION OF
RICHARD HIGGINSON

RICHARD HIGGINSON, of full age, hereby certifies as
follows:

AA679

1. I am currently employed by AT&T Corp. ("AT&T") as a Regional Sales Manager in the Specialized Markets Directorate ("SMD"), a position I have held for two years. I have been employed by AT&T for eleven years.

2. I submit this Certification, which is based on my personal knowledge, in opposition to the motion for a preliminary injunction against AT&T in the above-captioned matter.

3. AT&T makes its Contract Tariffs available to any customer, including resellers, who apply for the tariff and meet the specifications set forth in the tariff.

4. Currently, approximately 20 resellers receive service from AT&T pursuant to 30 Contract Tariffs. Two of AT&T's largest reseller customers, Tel-Save, Inc. and Public Service Enterprises, Inc. operate under Contract Tariff 516.

5. There are currently six Virtual Telecom Network Service ("VTNS") options under which reseller customers take service from AT&T.

I certify under penalty of perjury that the foregoing is true and correct.


RICHARD HIGGINSON

Dated: March 19, 1995

WINBACK & CONSERVE PROGRAM

55 Main Street
Little Falls, NJ 07424
Voice Line 1-800-4LD-RATE
Voice Line 800-453-7283
Fax 800-338-0409

January 10, 1995

AT&T
Tom Umholtz
5000 Hadley Rd.
South Plainfield, NJ 07080

Re: AT&T offers special rates to corporate accounts that are doing much less volume than we are.

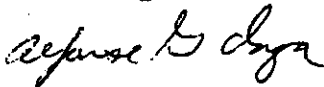
Dear Tom:

The following AT&T report shows AT&T VTNS customers who are receiving special discount pricing substantially below that given to me.

Mr. Umholtz, since I am doing substantially more volume than almost all of these major corporations, why has AT&T continued to refuse me equal treatment.

How can AT&T continue to be so discriminatory?

Sincerely,



Alfonse G. Inga

c: Charles Helein esq.
c: Curtis Meanor esq.
c: Edward Barillari esq.
c: Greg Brown
c: Maria Nascimiento
c: Bob Menno

c: Joseph Fitzpatrick
c: Deborah Sabourin FCC esq.
c: R.L. Smith FCC
c: David Nall FCC esq.
c: Greg Vogt FCC

VINS CUSTOMER LIST

CUSTOMER CONTACT	COMPANY NAME	ADDRESS	CITY	ST	ZIP	NAME NAME	AE TELEPHONE	PACT
JERRY FALKOVICH	IBM	1801 4TH AVE SOUTH	MINNEAPOLIS	MINN	55408	MIKE PELLEGRENE	612-376-5157	10657160
JIM FLETCHER	CURRENT ONE	1005 E. WOODMEN RD	COLORADO SP.	CO	80901	LYNN ALLEN	612-376-5113	10618677
ERNEST TUCKER	AON	1080 WACKER, FLOOR 12	CHICAGO	IL	60606	ROB YULIAS	708-218-6389	10657203
MS CAROL LUBY	MARINE MIDLAND BANK	1 MARINE MIDLAND CENTER	BUFFALO	NY	14203	MICHAEL R. TAYLOR	716-849-6185	10620920
REX VOORHEES	ASSOCIATES BANCORP INC	1720 RUSKIN STREET	SOUTH BEND	IN	46604	DAVID OLSON	219-236-3253	10626177
R. J. VANDEMERKT	KEMPER FINANCIAL	120 S LA SALLE STREET	CHICAGO	IL	60521	CATHY GOLASZEWSKI	708-369-4935	10632157
HUGO H. ALVEREZ	CHEMICAL BANK	55 WATER STREET, 19TH FLOOR	NEW YORK	NY	10007	JEFF FRIEDMAN	212-335-7771	10632356
ERIC L. JOHNSON	ARCO CHEMICAL	3001 WEST CHESTER PIKE	NEW TOWN SO.	PA	19073	DENNIS McCLATCHY	215-581-2565	10632371
LARRY JORDAN	HERTZ	5401 EXPRESSWAY	OK CITY	OK	73132	TY MORRISSEY	405-948-4262	10638200
JULIA MOREHEAD	AETNA LIFE	151 FARMINGTON AVE	HARTFORD	CT	6156	RICHARD McCHESKER	203-678-3810	11099986
DENNIS DUTCHER	MOM'SANTO COMPANY	800 NORTH LINDBERGH	ST LOUIS	MO	63167	KATHY WILLIAMS	314-275-1090	10659097
THOMAS G. LACKEY	MUNA AMERICA BANK, N.A.	400 CHRISTINA ROAD	NEWARK	DE	19713	JOE CRISPYN	302-888-6008	10659617
FERRI NAVLOR	WAL-MART STORES	702 S.W. 8TH	BENTONVILLE	AR	72716	LYNNE WILLIAMS	501-382-7171	10659656
FRANS N. MUSTERT	SANDS OCEANFORT	4612 OLEANDER DRIVE	MYRTLE BEACH	SC	29578	BOB WILLIAMS	803-571-3884	11100189
LISA BOMBURA	LIBERTY MUTUAL INS	215 NORTHWICK AVE	PORTSMOUTH	NH	03801	MARIANNE KELLY	617-574-6005	10644501
STEVE ROBERTS	BUDGET RENT A CAR	3350 BOYINGTON	CARROLTON	TX	75006	OSUMA FERGUSON	214-404-7619	10644622
TIM THURFIE	SAFFCO INSURANCE	SAFFCO PLAZA	SEATTLE	WA	98185	KATHY GEHRT	206-389-8702	10659948
JACK RUDOLPH	NATIONBANK	1025 FLAT STREET, TX 1 944-0001	DALLAS	TX	75283	RON BUTTELLO	214-851-4610	10644914
MICKEY MCNAMARA	HOWLETT-PACKARD	3080 HANOVER STREET	PALO ALTO	CA	94304	VALERIE BURNS	408-452-3605	10660982
CAREY GARRISON	CIGNA	101 WHITE HORSE ROAD ZONE 2	VOORHEES	NJ	08043	JEFFREY ROIT	215-963-1828	1393147
JOHN OLSZEWSKI	IRVING	1900 RICHMOND RD, 1W	CLEVELAND	OH	44124	FRANK PIKS	216-291-7313	1410059
SOLOMAN LECESSE	PAPLE M. JORGENSEN	PO BOX 2315	BREA	CA	92622	GLEN GEAIGNANI	714-509-7799	10651862
ALLEN ROTCHLER	BANK OF NEW YORK	10 BARCLAY ST., 9E	NEW YORK	NY	10286	ROBIN KIMBLELL	212-238-6798	451708
DEFAUREAU	INAM	2211 CONGRESS STREET	PORTLAND	ME	04122	MARY REBER	207-761-1460	49150
GARY MORRIS	CONRAIL	200 KUBACH ROAD	PHILADELPHIA	PA	19116	BOB BARRETT	215-963-1785	8329787
JOHN W. RIVARD	ISAA	ISAA BLDG VOICE DESIGN ASVT	SAN ANTONIO	TX	78288	KELINDA RUEDA	210-691-7275	250281
TOM LUPI	1ST SIGNATURE BANK	1 COMMERCE PLACE	PORTSMOUTH	NH	03801	MARY GLYNN	617-574-6018	10609955
MATTHEW CAVALIERI	PROPERTY & CASUALTY	3 COPLEY PLACE	BOSTON	MA	02199	MARY GLYNN	617-574-6018	10609379
DONNA LIVINGSTON	SUTRO	201 CALIFORNIA STREET	SAN FRAN	CA	94111	MARY GLYNN	617-574-6018	10609500
NAT MOHAN	TUCKER ANTHONY	80 LIBERTY STREET, 3RD FLOOR	NEW YORK	NY	10281	MARY GLYNN	617-574-6018	10609519
RICH BORCS	COST CARE	660 NEWPORT CENTER DRIVE	NEWPORT BCH	CA	92660	MARY GLYNN	617-574-6018	10609525
JOSH KRELL	JOHN HANCOCK	PO BOX 111, B5	BOSTON	MA	01227	SUSAN FISHER	617-574-6098	1825038
EILEEN ONIEL	DE BERKELEY FINANCIAL	101 HUNTINGTON AVE	BOSTON	MA	02199	SUSAN FISHER	617-574-6098	10609048
KELLY KERN	LINCOLN NATIONAL	P.O. BOX 1110	FT WAYNE	IN	46801	SHELLEY KIRKWOOD	219-455-2701	10615421
KAYE GORENC	EMPLOYERS HEALTH INS	1100 EMPLOYERS BLVD	GREEN BAY	WI	54304	SHELLEY KIRKWOOD	219-455-2701	10615371
JOYCE SIMMONS	AMERICAN STATES INS	500 N. MERIDIAN STREET	INDIANAPOLIS	IN	46204	DONALD MILLER	317-848-8247	10615332
DAVID JASICKI	IBM	1000 PARKWOOD CIRCLE	ATLANTA	GA	30329	ANTHONY CARUSO	404-248-7170	10674520
ROLAND PREK	IBM PERSONAL SOFTWARE	3200 WINDYHILL ROAD	MARIETTA	GA	30067	LARRY LYD	404-368-9719	11301954
NORINE PHILLIPS	DELUXE CORP	1850 W COUNTY ROAD E	ST PAUL	MINN	55126	LYNN ALLEN	612-376-5113	10618620
STEVE MIKROT	CHEN SYSTEMS	1550 EAST 79TH STREET	MINNEAPOLIS	MINN	55420	LYNN ALLEN	612-376-5113	10618666
MICHAEL DETOMASI	ELECTRONIC TRANSACTION	19803 NORTH CREEK PKWY	BOTHELL	WA	98011	LYNN ALLEN	612-376-5113	10618727
JIM FLETCHER	CURRENT INC	1005 EAST WOODMAN	CO SPRINGS	CO	80901	LYNN ALLEN	612-376-5113	10618677
JULIE KIRK	SLAW INDUSTRIES	PO DRAWER 2128	DALTON	GA	30722	ZANE NAGEL	706-216-8323	2324150
DOUG CHANEY	1ST NATIONWIDE BANK	151 BLUE RAVINE ROAD	FOLSOM	CA	95630	ROB ADAMS	916-933-2704	10623860
SUE MARTIN	J.C. PENNEY'S-2	12700 PARK CENTRAL 9TH FL	DALLAS	TX	75251	VICKIE ANDERSON	214-851-3614	10628418
SUE MARTIN	J.C. PENNEY'S-3	12700 PARK CENTRAL 9TH FL	DALLAS	TX	75252	VICKIE ANDERSON	214-851-3614	10628486
SUE MARTIN	J.C. PENNEY'S-4	12700 PARK CENTRAL 9TH FL	DALLAS	TX	75253	VICKIE ANDERSON	214-851-3614	10628283

Proprietary (Restricted)

7/1/04 9:59 AM

VTNS CUSTOMER LIST

CUSTOMER CONTACT	COMPANY NAME	ADDRESS	CITY	ST	ZIP	NAMAE NAME	AE TELEPHONE	PACT
SUSAN LUSE	PRIMERICA	300 ST PAUL PL. - BSP03A	BALTIMORE	MD	21202	BILL CUMMINGS	703-862-2096	10588718
MR KELSEY HILL	MARRIOTT CORPORATE	ONE MARRIOTT DRIVE	WASHINGTON	DC	20058	DOUGLAS BROWN	703-760-7284	10644992
SANDRA BRADY	RESINTER	2 OVERHILL ROAD	SCARSDALE	NY	10583	ELLEN DEARMAN	214-851-3923	10590975
BILL BARNETT	BAXTER/CAREMARK	1400 WAUKEGAN RD, BLD G	MCGAW PARK	IL	60085	SUSAN MATHESON	708-369-7209	10647262
MARCI AMARAL	MICROSOFT CORPORATION	ONE MICROSOFT WAY	REDMOND	WA	98052	KAREN FENNO	206-828-4295	10591109
RICHARD KERR	W.R. GRACE	ONE TOWN CENTER ROAD	BOCA RATON	FL	33486	STEVE MURPHY	305-938-4653	10648859
HENRY HOFFMAN	BRITISH AIRWAYS	75-20 ASTORIA BLVD	JACKSON HGT	NY	11370	PETER PAPA	212-335-8113	10591155
VICTOR HARGROVE	GRUNTAL & COMPANY	14 WALL STREET, 15TH FL	NEW YORK	NY	10005	TONY GARDINI	212-238-6228	10670916
JOE HIGGINS	FIRST FINANCIAL BANK	1305 MAIN STREET	STEVENS POINT	WI	54481	PEETE MARGAN	715-366-2803	11833896
JOHN BROCKETT	CSX TECHNOLOGY	550 WATER STREET	JACKSONVILLE	FL	32201	WALT SNIDER	904-730-6306	10591415
LARRY WILLIAMS	NESTLE	200 NORTH BRAND BLVD	GLENDALE	CA	91203	DIANA RIPE	909-371-5746	10670994
LAURA SOKOLSKI	MET LIFE	AREA 1401 MADISON AVE	NEW YORK	NY	10010	AL SPINDE	212-335-8002	10592920
JAMES R. YOKUM	CHOICE HOTELS INT.	10750 COLUMBIA PIKE	SILVER SPRING	MD	20901	DUANE JACKSON	703-760-7260	10649352
GEORGE SCALISE	FMC CORPORATION	1400 ROBINDALE DRIVE	DALLAS	TX	75247	BARBARA CONNOLLY	214-851-3898	10650803
KEN BISHOP	UNITED PARCEL SERVICE	400 PERIMETER CENTER	ATLANTA	GA	30346	FRANK BEATTY	404-982-4766	10595075
KEN BISHOP	UPS	400 PERIMETER CENTER	ATLANTA	GA	30346	FRANK BEATTY	404-982-4766	10595075
JAN HINCHMAN	J&J	3M CENTER, 234 LN. 27	ST PAUL	MN	55144	RICHARD P. JARAS	612-738-8003	10595883
ROBERT FERULLO	OLIN CORPORATION	120 LONG RIDGE ROAD	STAMFORD	CT	06904	MARIE JOHNSTON	203-845-5660	10599230
CHARLES S. SCOLLON	NORTHWEST AIRLINES	MS13278, 5101 NORTHWEST DR	ST PAUL	MN	55111	DENNIS EMERSON	612-376-5204	10599369
JERRY DELL	ARF FREIGHT SYSTEM	301 SOUTH 11TH	FORT SMITH	AR	72902	MARK FIELDS	501-782-6345	10651848
VERONICA CURTIS	HIOP	535 NORTH BRAND BLVD	GLENDALE	CA	91202	GLEN GEMIGNANI	714-509-7799	10652252
BOB PIGANELLI	ELI LILLY AND COMPANY	LILLY CORPORATE CENTER	INDIANAPOLIS	IN	46283	LINDA RIBER	317-264-1103	10599430
DENNIS THORNTON	CARDIAC PACEMAKER	4100 HAMLIN AVE. N.	ST PAUL	MN	55112	ERNIE WALKER	317-264-1101	10599419
SUE HOMANBYER	PHYSIO-CONTROL	11811 WILLOWS RD. NE	REDMOND	WA	98073	ERNIE WALKER	317-264-1101	10599440
DEB FAVREAU	UNUM	2211 CONCRETE ST	PORTLAND	ME	04122	MARY REBER	707-761-1468	49150
CRAIG SHORE	ANTIFUSER BUSCH	ONE BUSCH PLACE 211-1	ST LOUIS	MO	63119	BOB RICHTER	314-175-3121	10599950
KEN RINGEL	CHASE MANHATTAN BANK	1985 MARCUS AVE. - 1ST FL	KW HYDE PARK	NY	11042	BILL MCDADE	212-335-8173	10662104
DON TAYLOR	XEROX CORPORATION	130 E. MAIN ST., 5TH FLOOR	ROCHESTER	NY	14604	PATRA MAHER	716-987-8509	10667129
JOHN A. LAMORE	TRANSAMERICA	PO BOX 3529	LOS ANGELES	CA	90051	RICHARD LOPEZ	213-239-7161	10602331
RONALD LUTKA	USX	1509 MURIEL STREET	PITTSBURGH	PA	15203	DOUG FEHR	412-642-7026	10605078
D. R. MEYER	MARATHON OIL COMPANY	539 SOUTH MAIN STREET	FINDLAY	OH	45840	RICHARD HENNING	419-245-3702	11098578
KATHY HAYLICK	CARGILL, INC.	PO BOX 3500	MINNEAPOLIS	MN	55440	KATHY KYLLONEN	612-376-5109	10605936
JIM BAUERLE	RESORT CONDOS INT.	3502 WOODVIEW TRACE	INDIANAPOLIS	IN	46268	MIKE HUMES	317-882-5705	10608398
JIMMY COLLINS	WEYERHAEUSER	CHILDS	TACOMA	WA	98477	TOLA VONZOLNAY	206-389-8656	10657932
FRANK SCARDINO	PUBLIC SERVICE ENT	484 NORRISTOWN RD	BLUE BELL	PA	19422	FRANK ESCALANTE	908-668-6497	10608416
MR ROB GREEN	MCGAW CELLULAR	5400 CAPRILON POINT	KIRKLAND	WA	98104	SUSAN RICHARDSON	206-389-8739	10654082
BILL VOGEL	THE PRINCIPAL FINANCIAL	711 HIGH STREET	DES MOINES	IA	50392	ANDY OHHAMUS	515-222-9234	10609540
EDWARD JEROME	AVIS RENT-A-CAR	900 OLD COUNTRY ROAD	GARDEN CITY	NY	11530	BILL MCDADE	212-335-8173	10611417
CHRIS RICE	UNITED TECHNOLOGIES	25 HOLLY DRIVE	NEWINGTON	CT	06111	KAREN MULLER	203-678-3841	10613796
MR EDDIE WILSON	DELTA AIRLINES	1030 DELTA BOULEVARD	ATLANTA	GA	30320	TERRILL THAMES	404-559-4523	10613948
ALLEN EDWARDS	AIRBORNE EXPRESS	PO BOX 662	SEATTLE	WA	98111	CHERYL CHOW	206-389-8680	10654470
LUIS MARTINEZ	TRAVELERS INSURANCE	ONE TOWER SQUARE	HARTFORD	CT	06102	DAVID DUBEK	203-678-3853	10654506
KATHY GUTHRIE	INTERNATIONAL PAPER	1232 PLAYERS CLUB PARKWAY	MEMPHIS	TN	38125	CONNIE L LESTER	908-253-6100	10654538
WILLIAM F. WOESTE	AMERICAN FINANCIAL	580 WALNUT	CINCINNATI	OH	45202	KEN PAUL	513-397-7102	10616078
JOHN C. MAYS	CHEVRON	5929 CORPORATE DRIVE	HOUSTON	TX	77036	LOIS KOHAYASHI	510-842-1649	10654076
WILLIAM WEBB	TEXTRON INC	40 WESTMINSTER ST	PROVIDENCE	RI	02903	DEBORAH GRANDMAISON	401-276-1384	10616822
SAMMIE PNTALAN	IBM/MS2	11400 BURNET ROAD/3901	AUSTIN	TX	78758	FRANK MARANO	919-847-9786	10656717

Proprietary (Restricted)

8/11/94 8:58 AM

VTNS CUSTOMER LIST

CUSTOMER CONTACT	COMPANY NAME	ADDRESS	CITY	ST	ZIP	NAMAE NAME	AE TELEPHONE	PACT
SUE MARTIN	J.C. PENNEY'S-5	12700 PARK CENTRAL 9TH FL	DALLAS	TX	75254	VICKIE ANDERSON	214-851-3614	10628493
SUE MARTIN	J.C. PENNEY'S-6	12700 PARK CENTRAL 9TH FL	DALLAS	TX	75255	VICKIE ANDERSON	214-851-3614	10664062
SUE MARTIN	J.C. PENNEY'S-1	12700 PARK CENTRAL 9TH FL	DALLAS	TX	75251	VICKIE ANDERSON	214-851-3614	88712
NIEL THUHAN	AMERICAN AIRLINES	PO BOX 58280W	TULSA	OK	74151	DALLAS BLACC	214-308-4344	10629976
MR GENE WALKER	TELESERVICE RESOURCES	4201 CAMBRIDGE BLVD	FT WORTH	TX	76155	JEFF OHMANN	211-308-4357	10629983
MR JORGE GARCIA	PRUDENTIAL INSURANCE	55 N LIVINGSTON AVE	ROSELAND	NJ	07068	BARBARA ALBRICHT	201-631-8616	10632762
JOANN RAGONETTI	GILFORD SECURITIES	655 MONTGOMERY ST, STE 860	SAN FRAN	CA	94111	MERYL MARKAY	212-335-8078	8922966
DAVID PIKE	FEDERAL EXPRESS CORP	2828 BUSINESS PARK DR	MEMPHIS	TN	38194	ERIN WEGLECKI	901-761-8458	969095
TERRE HALVERSON	EDS	5400 LEGACY DRIVE	PLANO	TX	75024	DONNA ANDERSON	214-393-9508	4638452
MARY KIMBEL	ALAMO RENT-A-CAR	PO BOX 22776	FT LAUDERDALE	FL	33316	LINDA BODENHAMER	305-938-4737	10641539
MARY KIMBEL	ALAMO RENT-A-CAR	PO BOX 22776	FT LAUDERDALE	FL	33316	LINDA BODENHAMER	305-938-4737	10641373
ED MELTON	CERTIFIED VACATIONS	110 E. BROWARD BLVD	FT LAUDERDALE	FL	33301	LINDA BODENHAMER	305-938-4737	10647398
WILLIAM G. OATES	ITT SHERATON-RSVS	60 STATE STREET	BOSTON	MA	02109	MICHAEL W. TAYLOR	617-574-6095	10643171
PAUL MORIN	THE FLATLEY COMPANY	50 BRAINTREE HILL O.P.	BRAINTREE	MA	02185	MICHAEL W. TAYLOR	617-574-6095	10643770
WILLIAM G. OATES	ITT SHERATON-CORP	60 STATE STREET	BOSTON	MA	02109	MICHAEL W. TAYLOR	617-574-6095	10643933
WILLIAM G. OATES	ITT SHERATON-AMERICA	60 STATE STREET	BOSTON	MA	02109	MICHAEL W. TAYLOR	617-574-6095	10643221
WILLIAM G. OATES	ITT SHERATON-DOLPHIN	60 STATE STREET	BOSTON	MA	02109	MICHAEL W. TAYLOR	617-574-6095	10643246
WILLIAM G. OATES	ITT SHERATON-FRANCHISE	60 STATE STREET	BOSTON	MA	02109	MICHAEL W. TAYLOR	617-574-6095	10643171
SHERMAN A. MURPHY	ITT HARTFORD	NORTH PLAZA 3-5	HARTFORD	CT	06115	GARY MALEWSKI	203-678-3860	10642429
TAMMIE WILKINS	FLAGSTAR	203 E MAIN ST RW-E-1	SPARTANBURG	SC	29319	KELLY TAYLOR	803-255-3335	12372473
DAVID C. JACOBY	BRIDGESTONE	1655 S MAIN STREET	AKRON	OH	44301	TIM BROWN	216-466-6524	19588262

Combined Companies, Inc.

January 9, 1995

Mr. Tom Jones
AT&T
227 West Monroe
Chicago, IL 60606

Delivered Via Facsimile

Dear Tom:

I tried to reach you by phone to today to discuss some very distributing news.

I am hearing for sources (other than directly from AT&T) that the custom Contract Tariff we have been working with your offices to develop will not happen. In fact, I am told, that AT&T has never had any real interest in the opportunity from the beginning. Needless to say, I am, at the very least, troubled by these leaks.

Tom, I have worked very hard, and very deliberately to provide AT&T with all the information it has requested in a timely and professional manner. I have stalled my partners from moving traffic, and delayed, apparently without good reason, critical business decisions that I've needed to make. And, all along I have only asked that AT&T shunt straight with me.

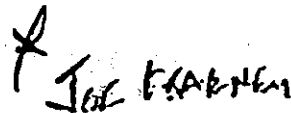
What the heck's going on!

Please give me a call at your earliest convenience.

Sincerely,


Larry G. Shipp

/LGS



FYI.

4.

- 7061 W. Commercial Blvd., Suite S-X, Tampa, FL 33319 -

03/10/95 FRI 16:42 [TX/RX NO 5778]

JA 385

Combined Companies, Inc.

FAKED

January 13, 1995

Mr. Greg Brown
AT&T
5000 Hadley Road
South Plainfield, NJ 07080

Delivered Via Facsimile

Personal & Confidential

Dear Greg:

I have been attempting to reach you over the last couple of days to discuss numerous issues. As I have not heard from you let me address them now.

As I know you are aware, since you and I talked in late November and early December 1994, I have been working with Tom Jones, AT&T Regional Manager and as well, on occasion, Tom Umholtz with the express objective of obtaining a Contract Tariff from AT&T.

The process and negotiations have been very confusing, and I might add, without precedent.


I heard from a competitor Monday, that AT&T had made a decision not to negotiate a Contract Tariff with my company (and, in fact, had no intention in doing so from the beginning).

Greg, both Tom Jones and Tom Umholtz know first hand the seriousness of my intentions. I have been patient, and in fact, have even delayed making other business decisions based on the on-going discussions with AT&T. Which I had been assured AT&T was interested in pursuing.

What's going on.

I certainly expect you can find time to give me call to discuss these very important matters.

Sincerely,



Larry G. Shipp

/LGS

- 7061 West Commercial Blvd., Suite 5-K, Tamarac, FL 33319 -

03/10/95 FRI 16:42 [TX/RX NO 5778]

JA 386

AT&T 800 READYLINE®



Invoice

BILLING INQUIRIES
TO PLACE AN ORDER
SERVICE PROBLEMS

CALL - 1 800 691-1131
CALL - 1 800 222-8400
CALL - 1 800 222-3000

Account Number	Customer 800 Number(s)	Bill Date	Payment Due
131 026-1223 633	800 527-6661	Jun 10, 1996	Jul 4, 1996

Total Amount of Last Bill	111.37	
Payments Applied Through JUN 10	111.37	CREDIT
Balance	0.00	
Current Charges	4,428.60	

AMOUNT DUE

4,428.60

THANK YOU FOR YOUR PROMPT PAYMENT

REMITTANCE SECTION: PLEASE TEAR AT PERFORATION AND MAIL PAYMENT.
PLEASE MAKE SURE THAT AT&T P.O. BOX ADDRESS IS SHOWING THROUGH THE ENVELOPE WINDOW.

To ensure proper credit, please detach this portion and return with remittance.

Remittance Document

004124 3 FN .780 RS 3000229

KILLEARN BROKERS
REALTY
3646 SHAMROCK W
TALLAHASSEE FL 32308-2642



Account Number: 131 026-1223 633

Bill Date: Jun 10, 1996

Address Correction:

Please make checks payable to:

AT&T
P.O. BOX 27-680
KANSAS CITY, MO 64180-0680

Amount Due:

4,428.60

Amount Enclosed:

☐ (check-box)
Print new address
on reverse of form.

13102612236332424000000442860000044286000000000009

AT&T 800 READYLINE®



Summary of Charges

 BILLING INQUIRIES
 TO PLACE AN ORDER
 SERVICE PROBLEMS

 CALL - 1 800 691-1131
 CALL - 1 800 222-0400
 CALL - 1 800 222-3000

Account Number	Customer 800 Number(s)	Bill Date	Payment Due
131 028-1223 633	800 527-6661	Jun 10, 1996	Jul 4, 1996

Charges	Amount	Subtotal
MONTHLY SERVICE - JUN 10 Thru JUL 9 AT&T 800 READYLINE®	20.00	20.00
AT&T TERM PLAN / PRICING PLAN ACTIVITY AT&T 800 READYLINE Domestic 20.00% CSTP II Option B Pricing Plan Applied to \$ 66.02	13.21CR	13.21CR
TAXES ON TOTAL CURRENT CHARGES Federal Tax 2.23 State Tax - FL 289.46 Local Tax - FL 1.86 FL GRS RCPT TX SURCH 2.56% 63.54 FL INTRASTATE GR RCT SURCH 39.67		396.76
CALLS DIRECTED TO: 904 893-6100		
DOMESTIC USAGE In-state usage 19.90 In-state Local Toll usage 6.00 Out-of-state usage 40.12		66.02
OTHER CHARGES AND CREDITS		
1. AT&T TERM PLAN PERIODIC TRUE UP CHARGE TOTAL OTHER CHARGES AND CREDITS (EXCL TAX) <i>NO Sales TAXES on shortfall</i>	3,959.03	3,959.03
TOTAL CURRENT CHARGES		4,428.60